



**CASE  
CLOSED**

Date: 10/23/19

**Miami-Dade Commission on Ethics & Public Trust**  
**Investigative Report**

**Investigator:** Sylvia Batista  
**Complainant:** Manuel Castro  
**Date Opened:** 06/04/19  
**Date Submitted:** 08/01/19

**Case No.** PI19-24  
**Subject/**  
**Case Name:** Jose M. Lopez,  
City of Hialeah Gardens

**Allegation(s):**

Manuel Castro (Castro), a former City of Hialeah Gardens Public Works employee, came into the COE and informed that he had been terminated by the City because he had a falling out with the City administration for complaining to his superiors about misconduct by Public Works employees.

Castro said that one of the things which he found peculiar was the City's frequent use of Tri-County Engineering, Inc. (Tri-County) as a vendor for all of the City's public works projects. Castro said that it is rumored that Tri-County is owned by Jose Lopez (Lopez) who is the director of the City's Public Works Department.

Castro said that he has observed how persons working on City public works projects place a magnetic sign with the name of the City over the doors of a small pick-up owned by Tri-County. Castro sent this investigator photos of the magnetic sign(s) being attached to the door of the truck.

The COE has initiated an inquiry to determine whether a violation of the Conflict of Interest and Code of Ethics Ordinance has taken place.

**Relevant Laws:**

The Conflict of Interest and Code of Ethics Ordinance, Sec. 2-11.1.

(d) *Further prohibition on transacting business with the County.* No person included in the terms defined in subsections (b)(1) through (6) and in subsection (b)(9) shall enter into any contract or transact any business through a firm, corporation, partnership or business entity in which he or any member of his immediate family has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County, and any such contract,

agreement or business engagement entered in violation of this subsection shall render the transaction voidable. The remaining provisions of subsection (c) will also be applicable to this subsection as though incorporated herein by recitation. Additionally, no person included in the term defined in subsection (b)(1) shall vote on or participate in any way in any matter presented to the Board of County Commissioners if said person has any of the following relationships with any of the persons or entities which would be or might be directly or indirectly affected by any action of the Board of County Commissioners: (i) officer, director, partner, of counsel, consultant, employee, fiduciary or beneficiary; or (ii) stockholder, bondholder, debtor, or creditor, if in any instance the transaction or matter would affect the person defined in subsection (b)(1) in a manner distinct from the manner in which it would affect the public generally. Any person included in the term defined in subsection (b)(1) who has any of the above relationships or who would or might, directly or indirectly, profit or be enhanced by the action of the Board of County Commissioners shall absent himself or herself from the Commission meeting during the discussion of the subject item and shall not vote on or participate in any way in said matter.

(g) *Exploitation of official position prohibited.* No person included in the terms defined in subsection (b)(1) through (6) and (b)(13) shall use or attempt to use his or her official position to secure special privileges or exemptions for himself or herself or others except as may be specifically permitted by other ordinances and resolutions previously ordained or adopted or hereafter to be ordained or adopted by the Board of County Commissioners.

(j) *Conflicting employment prohibited.* No person included in the terms defined in subsections (b)(1) through (6) and (b)(13) shall accept other employment which would impair his or her independence of judgment in the performance of his or her public duties.

(n) *Actions prohibited when financial interests involved.* Actions prohibited when financial interests involved. No person included in the terms defined in subsections (b)(1) through (6) and (b)(13) shall participate in any official action directly or indirectly affecting a business in which he or any member of his immediate family has a financial interest. A financial interest is defined as a special financial interest, direct or indirect, as that term is used in Section 4.03 of the County's Charter; or as a financial interest as defined in Section 769 of the Restatement of the Law of Torts as an investment or something in the nature of an investment. This section shall not prohibit any official, officer, employee or person from taking official action (1) to promote tourism or downtown development or redevelopment within the County or any portion thereof, or (2) to authorize the expenditure of public funds for promoting tourism or downtown development or redevelopment, so long as no such authorized public funds are to be paid to such person or a member of his or her immediate family or any business in which he or she or any member of his or her immediate family has a financial interest.



### Document Review and Interview:

- **Corporate details of Tri-County Engineering, Inc.** a Florida for-profit corporation formed in 1993:

President:	Jose M. Lopez (Lopez);
RA, Officer and Director:	Loly M. Lopez (Lopez's spouse);
Director and V-P:	Pablo Garcia
Director:	Orlando Perez, Jr.
Address:	7729 N.W. 146 <sup>th</sup> St., Miami Lakes, FL

The following are the documents received in response to a Public Records Request submitted to the Clerk of Hialeah Gardens and to J. Frost Walker, III:

1. Letter dated May 3, 2000 from Tri-County signed by Lopez addressed to City Attorney, Neil Flaxman. In the letter Lopez noted that Tri-County was hired as Public Works Director by Mayor George Hameetman, Jr. in 1993. Attached to the letter is a copy of the Agreement between Tri-County and the City (the Agreement). Lopez explained in the letter that the Agreement was amended in October 1996 when Mayor Gilda Oliveros took office. The version of the Agreement attached to the letter reflects the 1996 amendment.

2. Agreement between the City and Tri-County. The Agreement identified Tri-County as the Consultant. The Consultant is identified as an independent contractor retained by the City to provide professional services on a per assignment basis, and is not an employee of the City and will not be considered an employee of the City for any purpose.

The Agreement lists the times that Consultant will be available to perform its services and attend after hours meetings as requested. Inspections shall be performed by Consultant within 72 hours of the request being received by the City and communicated to Consultant.

The Agreement further states that services to be provided by Consultant are certified professional services to the City per assignment. Other services are listed on page two of the Agreement which include enforcement of the Public Works Manual and all City codes and regulations regarding development and construction within City boundaries. Tri-County is to perform all public works functions within the City, and will occupy a seat in the City's Technical Review Committee board and provide review and input as it pertains to compliance with the Public Works Manual, City Code and regulations.

3. **Resolution No. 1805** passed on May 16, 2000 approving and ratifying the Agreement.

4. Letter dated March 9, 2005 from Lopez to Mayor Yioiset De La Cruz attaching the fee schedule to amending the Agreement by setting forth hourly fees for the various services to be provided by Tri-County.

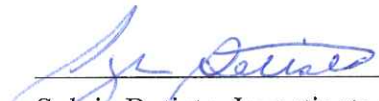
5. **Resolution No. 2626** passed on June 16, 2015 approving an agreement between the City and Tri-County for the purpose of contract administration and project management services. The letter agreement is attached to the resolution.

6. Letter Agreement dated April 3, 2015 between Tri-County and the City listing the contract administration and project management services to be performed by Tri-County.

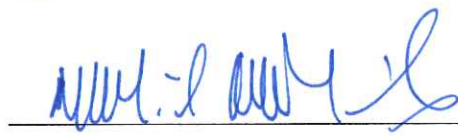
**06/28/19 – Charles Citrin, City Attorney for Hialeah Gardens –**

In a telephone conversation with Charles Citrin, the City Attorney for Hialeah Gardens, Citrin advised that Jose Lopez is not an employee of the City. Lopez only holds the title of Public Works Director. Any work done by Lopez's company has to be approved by the Mayor and Commission. Lopez knows what the limits of his responsibilities are. Lopez cannot sign contracts or appoint subcontractors to do the work. Basically, the City outsourced the work to Lopez's company, Tri-County. Citrin explained that this is the same arrangement that the City has with him (Citrin) for the legal work that he performs for the City. Citrin said that he himself is not an employee of the City. The City's legal work is outsourced to him.

**Conclusion:** This report was submitted to the Commission Advocate, Mr. Murawski, who concurs that there is no violation of the County Ethics Code. Accordingly, this matter is closed with no further action.

  
Sylvia Batista, Investigator

Date: 10/24/19

  
Michael Murawski, Advocate

Date: 10/24/19

  
Jose Arrojo, Executive Director

Date: 10/23/19